

EXHIBIT A-2

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (this "Amendment") is made as of this 30th day of June, 2014 (the "Effective Date") by and among 22 MAPLE STREET, LLC, a Delaware limited liability company having its principal office at 260 Chambers Bridge Road, Suite 2A, Brick, New Jersey 08723 (together with its successors and assigns, the "Amesbury Borrower"), 25 ORIOL DRIVE, LLC, a Delaware limited liability company having its principal office at 260 Chambers Bridge Road, Suite 2A, Brick, New Jersey 08723 (together with its successors and assigns, the "Autumn Borrower"), 59 COOLIDGE ROAD, LLC, a Delaware limited liability company (together with its successors and assigns, the "Emerson Village Borrower"), 20 KINMONTH ROAD, LLC, a Delaware limited liability company having its principal office at 260 Chambers Bridge Road, Suite 2A, Brick, New Jersey 08723 (together with its successors and assigns, the "Waban Health Center Borrower"; and the Amesbury Borrower, Autumn Borrower, Emerson Village Borrower and Waban Health Center Borrower each individually and collectively, the "Borrower"), CAPITAL FUNDING, LLC, a Maryland limited liability company, individually as a Lender, and as Agent, BANCALLIANCE INC. ("New Lender"), CONGRESSIONAL BANK, a Maryland chartered bank, MVB BANK, INC., a West Virginia banking corporation and AP MA FUNDING LLC, a Delaware limited liability company ("Assigning Lender"), each as additional Lenders, and the financial institutions or other entities from time to time parties hereto, each as a Lender.

RECITALS:

A. Pursuant to that certain Loan Agreement dated as of March 4, 2014 by and among Borrowers, Agent and Lenders (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and Lenders agreed to make available to Borrowers a loan (as amended, modified, supplemented, extended and restated from time to time, the "Loan"). Capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Loan Agreement.

B. Assigning Lender has assigned a portion of Assigning Lender's interest in the Loan to New Lender and has requested that New Lender be added as a party to the Loan Agreement.

C. Lenders, Agent and Borrowers have agreed to make certain amendments to the Loan Agreement all as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrowers hereby agree as follows:

1. Amendments to Loan Agreement.

(a) Exhibit C to the Loan Agreement is hereby amended and restated its entirety with Exhibit C attached to this Amendment.

(b) The definition of “Lenders” set forth in the Loan Agreement is hereby deleted in its entirety and replaced with the following:

“Lenders” means each of (a) Capital Funding, LLC, in its capacity as a lender hereunder, (b) Congressional Bank, a Maryland chartered bank, (c) AP MA Funding LLC, a Delaware limited liability company, (d) MVB Bank, Inc., a West Virginia banking corporation, (e) BancAlliance Inc., (f) each other Person that becomes a party hereto as Lender as provided for herein, and (g) the respective successors of all of the foregoing, and “Lenders” means all of the foregoing is defined in the preface to this Agreement.

2. **Reference to the Effect on the Loan Agreement.** Upon the effectiveness of this Amendment, each reference in the Loan Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of similar import shall mean and be a reference to the Loan Agreement as modified by this Amendment. Nothing herein is intended to impair or limit the validity, priority or extent of Lender’s security interests in and Liens upon the Collateral.

3. **Affirmation.** Except as specifically modified pursuant to the terms hereof, the Loan Agreement, and all other Loan Documents (and all covenants, terms, conditions and agreements therein), shall remain in full force and effect, and are hereby ratified and confirmed in all respects by Borrowers. Each Borrower covenants and agrees to comply with all of the terms, covenants and conditions of the Loan Documents, as modified hereby, notwithstanding any prior course of conduct, waivers, releases or other actions or inactions on Lender’s part which might otherwise constitute or be construed as a waiver of or amendment to such terms, covenants and conditions.

4. **No Waiver or Novation.** The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of Lender, nor constitute a waiver of any provision of the Loan Agreement, the Loan Documents or any other documents, instruments and agreements executed or delivered in connection with any of the foregoing. Nothing herein is intended or shall be construed as a waiver of any existing defaults or Events of Default under the Loan Agreement or other Loan Documents or any of Lender’s rights and remedies in respect of such defaults or Events of Default. This Amendment (together with any other document executed in connection herewith) is not intended to be, nor shall it be construed as, a novation of the Loan Agreement or any of the other Loan Documents. This Amendment cannot be amended without the prior written consent of Lender.

5. **Loan Document.** The parties acknowledge and agree that this Amendment and all agreements and instruments delivered to Lender in connection herewith shall each constitute a “Loan Document” under the Loan Agreement and the other Loan Documents.

6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

7. **JURY TRIAL WAIVER.** THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE FINANCING DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES HERETO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8. **Headings.** Section headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

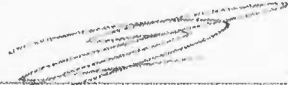
9. **Counterparts.** This Amendment may be executed in counterparts, and all counterparts taken together shall be deemed to constitute one and the same instrument.

(SIGNATURES APPEAR ON FOLLOWING PAGES)


IN WITNESS WHEREOF, the Borrower, Agent and Lenders have caused this Amendment to be properly executed, by their respective duly authorized representatives, as of the date first above written.

BORROWER:

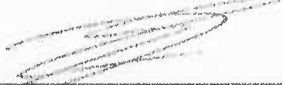
22 MAPLE STREET, LLC, a Delaware
limited liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager

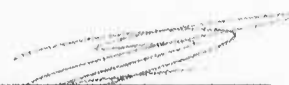
25 ORIOL DRIVE, LLC, a Delaware limited
liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager

59 COOLIDGE ROAD, LLC, a Delaware
limited liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager

20 KINMONTH ROAD, LLC, a Delaware
limited liability company

By: 
Name: Avi "Zisha" Lipschutz
Title: Manager

AGENT:

CAPITAL FUNDING, LLC, a Maryland
limited liability company

By: _____

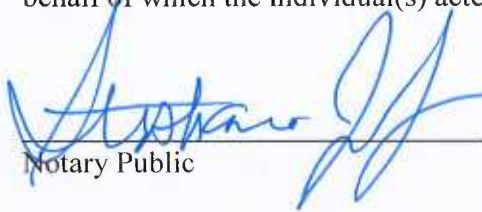
Name: _____

Title: _____


Craig Casagrande
Director

STATE OF MARYLAND)
COUNTY OF Baltimore) ss

On June 30, 2014, before me the undersigned notary public in and for said state, personally appeared Craig Casagrande, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.


Notary Public



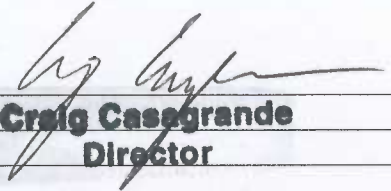
LENDER:

CAPITAL FUNDING, LLC, a Maryland
limited liability company

By: _____

Name: _____

Title: _____


Craig Casagrande
Director

STATE OF MARYLAND)
COUNTY OF Baltimore) ss

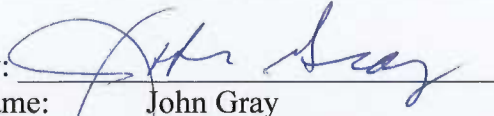
On June 30, 2014, before me the undersigned notary public in and for said state, personally appeared Craig Casagrande, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.


Notary Public



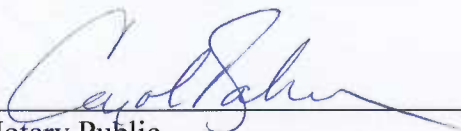
ASSIGNING LENDER:

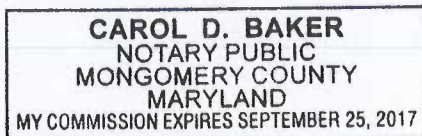
AP MA FUNDING LLC,
a Delaware limited liability company

By: 
Name: John Gray
Title: Managing Director

STATE OF Maryland)
COUNTY OF Montgomery) ss

On June 10, 2014, before me the undersigned notary public in and for said state, personally appeared John Gray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.


Notary Public



LENDER:

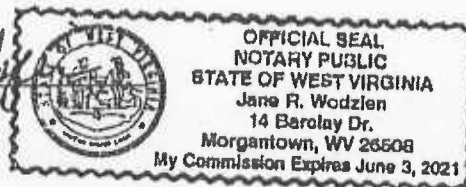
MVB BANK, INC.,
a West Virginia banking corporation

By: Donald T. Robinson
Name: Donald T. Robinson
Title: President

STATE OF WV)
COUNTY OF Monongalia ss

On September 18, 2014, before me the undersigned notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.

Jane R. Wodzien
Notary Public



LENDER:

CONGRESSIONAL BANK,
a Maryland chartered bank

By: [Signature]
Name: JAMES PETERSON
Title: EVP + COO

STATE OF Virginia)
COUNTY OF Fairfax) ss

On August 11th 2014, 2014, before me the undersigned notary public in and for said state, personally appeared James H. Peterson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.

[Signature]
Notary Public



NEW LENDER:

BANCALLIANCE INC.,
a Maryland corporation

By: AP Commercial LLC,
its attorney-in-fact

By: *John Gray*
Name: John Gray
Title: Managing Director

STATE OF Maryland)
COUNTY OF Montgomery) ss

On June 10, 2014, before me the undersigned notary public in and for said state, personally appeared John Gray, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(is), and that by his signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted executed the instrument.

Notary

Public

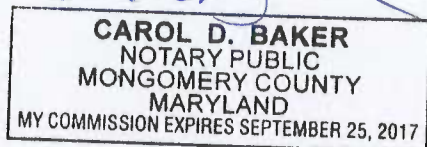


EXHIBIT C**LOAN COMMITMENT**

Lender	Loan Commitment Amount	Loan Commitment Percentage*
Capital Funding, LLC	\$6,856,627	18.6%
Congressional Bank	\$4,000,000	10.9%
MVB Bank, Inc.	\$4,000,000	10.9%
AP MA Funding LLC	\$10,000,000	27.1%
BancAlliance Inc.	\$12,000,000	32.6%
TOTAL	\$36,856,627	

*all percentages rounded to the nearest 100th